



Fwd: Adding a success fee + of counsel [ATTORNEY COMMUNICATION]

From Ari Teman <ari@friendorfraud.com>
via friendorfraud-com.20150623.gappssmtp.com

Date Mon 1/20/2020 3:54 PM

To Justin Gelfand <justin@margulisgelfand.com>; Joseph DiRuzzo <jd@diruzzolaw.com>

1 attachment (35 KB)

SubletSpy Payment Terms [GKH June 26 2016]_GKH-LAW_#6414251v3.DOCX;

----- Forwarded message -----

From: **Ari Teman** <ari@friendorfraud.com>

Date: Mon, Jun 25, 2018, 2:47 PM

Subject: Fwd: Adding a success fee + of counsel [ATTORNEY COMMUNICATION]

To: michael <michael@samuelandstein.com>, Ruchama Cohen <Rcohen@samuelandstein.com>

They did the June version *which has the escrow*. We modified it ourselves after to remove the eviction because guys were lying to us about whether they evicted.

Did you request in discovery to know if the tenants were still living in the units?

There's no reason to leave a tenant in a sponsor unit. I'm sure they want to vacate these guys.

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| PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more. |
| SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets |

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All conversations are off-the-record. Social Media, too.

Terms apply to each service. Each service is a different entity.

Terms cannot be changed via email or oral agreement.

----- Forwarded message -----

From: Jonathan Irom <jonathani@gkh-law.com>

Date: Thu, Jun 30, 2016 at 10:55 AM

Subject: RE: Adding a success fee + of counsel

To: Ari Teman <ari@friendorfraud.com>

Cc: Ran Hammer <RanH@gkh-law.com>

Hi Ari – attached updated payment terms with respect to the eviction success fee and escrow.

Yoni

From: Ari Teman [mailto:ari@friendorfraud.com]

Sent: Friday, June 10, 2016 11:04 PM

To: Jonathan Irom <jonathani@gkh-law.com>

Subject: Adding a success fee + of counsel

SubletSpy**Payment Terms***Last Revised: June 26, 2016*

Below are payment terms which apply to your purchase and use of the Services offered by Touchless Labs LLC, a Delaware Corporation (hereinafter referred to as "SubletSpy", "we", "us", or "our") including through our website at: <https://subletspy.com> (the "Site"). These payment terms will apply to your use of the Site and any Services acquired by you from us, whether subscribed to through the Site or offline, unless otherwise agreed in writing between SubletSpy and you.

This document is an integral part of our Terms of Service, which are available at: [INSERT LINK] ("Terms"), and is incorporated into the Terms by reference. Capitalized terms which are used but are not defined herein, shall have the meaning ascribed to them in the Terms.

You may purchase subscriptions to Services by contacting us or by submitting an order via the Site. All orders are subject to acceptance by SubletSpy. Certain applicable fees and the payment terms for the Services shall be as follows:

- Monthly Fees - you will be required to pay a monthly fee, per each month during a period of 12 months, for us to maintain our Service and to match your unit(s)'s information against information we collect or generate. There are no actions or results guaranteed and there may be months without action on a unit. Subscriptions will be automatically renewed at the end of their subscription period for additional subscription periods unless unsubscribed for by the User. Entering your information into any form available on the Site and providing your payment information constitutes your agreement to pay a full year (12-month) contract for the number of units you've entered. You agree to pay the fees listed on the homepage at the time, and 12 months of the fee listed on the homepage for your quantity of units. Adding or editing information on a unit restarts the year contract from the time of the edit. You will be entitled to get a free month appended to your paid-in-full 12-month contract.
- Setup Fees - you will be required to pay a fee to import each unit you provide us. A unit may be an apartment, single home, or office unit, or other. Every unit in a building must be a separate unit, and you must list all units in any building you own and list them separately.
- Government Fees - you agree to pay us a fee in connection with any fine or fee any government agency or law enforcement agency collects from anyone involved in any listing for which we provided any information, regardless of whether we are wholly or partly responsible for the agency's action. The rate the fee payable to us will be 50% of any government fee or fine ordered or issued based on your use of our site, application, or data, regardless of if the fine is ultimately paid or even reduced. You agree to pay the fee at the rate set forth above immediately after any government fine was issued. No refunds will be given in the event the fine is cancelled or reduced. You agree to notify us immediately of any government fine issued. You agree it is your responsibility to recover any funds you seek from the government as a result of or related to their issuance of a fee.
- Court Appearance Fees - you will be required to pay for us appearing in court. You agree to pay us a flat fee of \$2,000 for each court appearance plus a variable fee of \$600 an hour, and all travel and accommodation expenses. That includes: business class airfare four-star-or-greater chain hotel, and three daily meals, in the event we are required to appear by you, the court, or opposing counsel. Notwithstanding the forgoing, any appearance over 3 hours is charged our flat day rate of \$5,000 for staff, \$10,000 for executives. International travel requires a minimum of 4 days of Court Appearance Fees paid in advance. Fees and charges are per-person.
- Success Fees - you will be required to pay a one-time fee, per each eviction, or court or other tribunal order of an eviction, of a tenant from a sublet resulting from any listing for which we provided any information, regardless of whether we are wholly or partly responsible for such eviction. The rate of the fee payable to us will be as listed on the site and may vary with respect to

different type of units (such as rent-controlled units, stabilized units and regular units). You agree to notify us immediately after an eviction and you agree to pay the applicable fee immediately after any such eviction. In the event that any court appearance fees, have been paid, or are due, by you to us in connection with a specific eviction of a tenant, in accordance with the forgoing provision, we shall deduct and setoff \$2,000 of such court appearance fees against the success fees due to us under this provision.

Payments by Credit Card - You may pay for certain of the Services using a credit card on the Site. When registering for Services, you will be prompted to provide SubletSpy with valid and updated credit card information. By providing such information and using the Services, you authorize SubletSpy to charge such credit card for all Services purchased by you from time to time including all automatic renewal periods. You are responsible for providing complete and accurate billing and contact information to SubletSpy and notifying SubletSpy in writing of any changes to such information. Without derogating from any other remedy available to SubletSpy, if any charge is not processed or is rejected, SubletSpy may immediately discontinue your access to the Services. It is agreed that all past due amounts under these Terms shall bear interest at the maximum rate permitted by law, beginning with the date on which the applicable amount became due.

Cancellations and Refunds - Your service contract is for 13 months, with the 13th month free. You may cancel by providing a written notice 90 business days prior to the lapse of the 12 month period (365th day). Day 1 is when you first submit your order. Business days do not include weekends, or National Holidays of the USA. Any notice of termination must be by notarized letter signed by you (or in case you are a company or another legal entity, signed by your Chief Executive) and sent certified mail to our primary business address: 1204 Broadway, Floor 4, New York, NY 10001. There are no cancellations of a year-contract whatsoever, under any circumstances. You are entering into a full year contract upon providing your payment information. There are no refunds whatsoever, under any circumstances.

Escrow - As a precondition for us appearing in court on your matter or providing any of the Services in connection with any investigations or any court, arbitration or other litigation involving you as either plaintiff or defendant, we may require that you deposit any or all of the applicable government fees, court appearance fees or success fees, which may be due in accordance with the terms hereof, with an escrow agent designated by us. Any fees held in escrow shall be released to us by the escrow agent immediately upon their payment becoming due in accordance with the terms hereof. Any amount held in escrow, which exceeds the fees due as aforementioned, shall be returned to you by the escrow agent within a reasonable time after all applicable fees have been duly paid to us.

Taxes - All payments under these Terms are of net income. You understand and agree that you shall bear all value added, state, local, withholding, and other taxes or charges applicable to any goods or services purchased in connection with the Site and that SubletSpy may deduct such taxes or charges from any payment made in connection with the Site at the applicable rate, as required by applicable law. You further understand and agree that you are solely responsible for determining your applicable tax reporting requirements. You are also solely responsible for remitting to the relevant authority any taxes information required. SubletSpy cannot and does not offer tax-related advice to anyone. You understand and acknowledge that appropriate governmental agencies, departments or authorities where your accommodation is located may require tax to be collected from you and to be remitted to the respective authority. The laws in jurisdictions may vary, but no taxes are included in your price or payments to us. Sales tax will be added where required and is not included in the price. We may collect sales tax after the fact, quarterly, yearly, or otherwise as required by applicable law.

PLEASE NOTE: SUBLTSPY RESERVES THE RIGHT TO AMEND THESE PAYMENT TERMS FROM TIME TO TIME IN ITS SOLE DISCRETION, IN WHICH CASE ANY FURTHER PURCHASE OF ADDITIONAL SERVICES OR RENEWAL OF SERVICES SHALL BE SUBJECT TO THE PAYMENT TERMS IN EFFECT AT THE TIME OF ADDITIONAL PURCHASE OR RENEWAL.